

LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON 2010-19595
E-PA
Cnt=1 Stn=1 COUNTER 12/14/2010 10:21:39 AM
\$25.00 \$11.00 \$15.00 \$9.00 \$10.00 \$70.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



After Recording Return To:

City of Albany City Clerk

PO Box 490

Albany, OR 97321

All Tax Statements Should Be Sent To:

Jabon Investments LLC

1. Name/Title of Transaction - by ORS 205.234 (a)

EASEMENT FOR PUBLIC SIDEWALK

2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160

Jabon Investments LLC

3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4. True and Actual Consideration (if there is one), ORS 93.030

\$1.00

EASEMENT FOR PUBLIC SIDEWALK

THIS AGREEMENT, made and entered into this 15th day of November, 2010, by and between **Jabon Investments LLC**, hereinafter called Grantor, and the **CITY OF ALBANY**, a Municipal Corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to construct, maintain, and repair a public sidewalk for the purpose of providing pedestrian access and sidewalks over, across, and through the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public sidewalk and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public sidewalk.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

A 5-foot wide sidewalk easement on the east side of Geary Street south of Periwinkle Creek to allow the construction of a sidewalk.

See legal description on attached Exhibit A and map on attached Exhibit B.

2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does hereby covenant with the City that they are lawfully seized and possessed of the real property above-described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.



IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTOR:

Jack O. Padrick
Jack O. Padrick, Managing Member, Jabon Investments, LLC

STATE OF California
County of Marin) ss.
City of San Rafael)

The foregoing instrument was acknowledged before me this 15th day of November, 2010, by Nadya K. Mogilev (Title) Notary Public on behalf of Jabon Investments LLC as his/her voluntary act and deed.



Nadya K. Mogilev
Notary Public for State of California
My Commission Expires: April 10, 2013

CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Wes Hare as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 5965, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 13 day of December 2010.

Wes Hare
City Manager

ATTEST:

Margaret Langwell
City Clerk

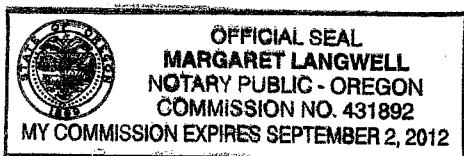


Exhibit A

Legal Description for sidewalk easement

A five foot wide sidewalk easement lying over the western 5 feet of the northern 405 feet of that property conveyed to Jabon Investments, LLC by deed recorded in Linn County Oregon Deed Records MF1082-616, more particularly described as follows;

The eastern 5 feet of the western 15 feet of lots 3, 4, and 5 of Meadowview Addition, together with the eastern 5 feet of the western 10 feet of lots 6 and 7 of Meadowview Addition, and the northern 45 feet of the eastern 5 feet of the western 10 feet of lot 8 of Meadowview Addition.

As shown on the attached map labeled Exhibit B.



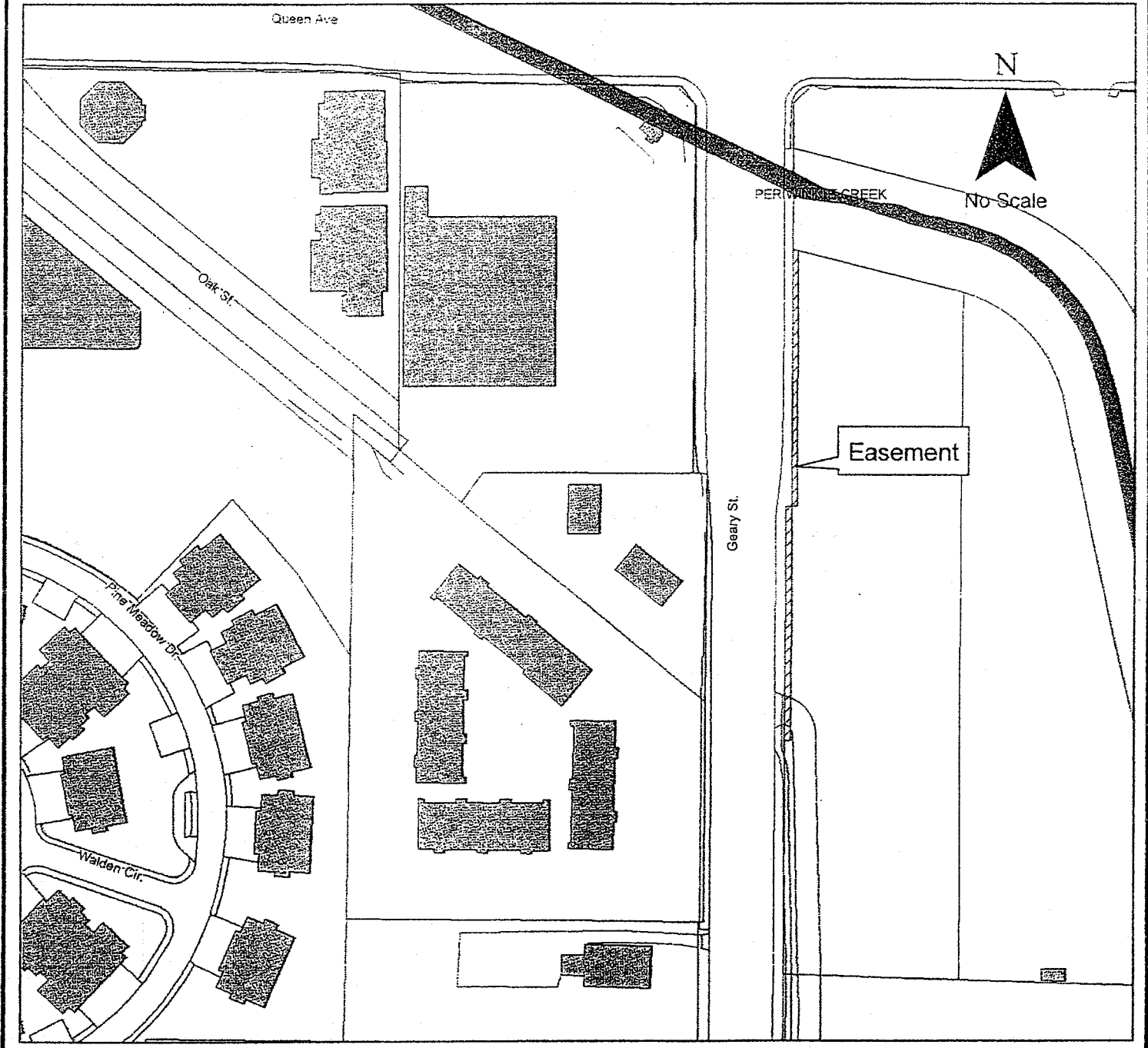
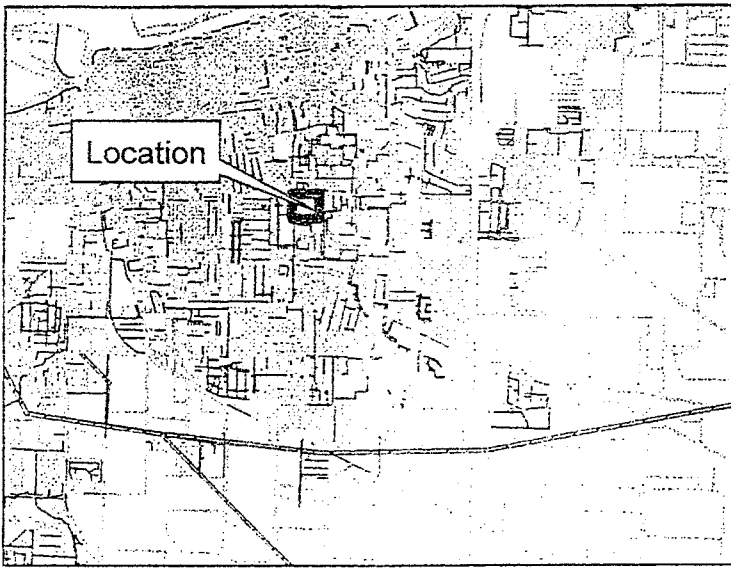
EXHIBIT B

11SO3W08CD00400

5' wide sidewalk easement.



Geographic Information Services



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RESOLUTION NO. 5965

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Jabon Investments, LLC

Purpose

A 5-foot wide sidewalk easement on the east side of Geary Street south of Periwinkle Creek to allow the construction of a setback sidewalk where no sidewalk currently exists.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

DATED AND EFFECTIVE THIS 8TH DAY OF DECEMBER 2010.



Mayor

ATTEST:



City Clerk

EASEMENT FOR PUBLIC SIDEWALK

THIS AGREEMENT, made and entered into this 15th day of November, 2010, by and between **Jabon Investments LLC**, hereinafter called Grantor, and the **CITY OF ALBANY**, a Municipal Corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to construct, maintain, and repair a public sidewalk for the purpose of providing pedestrian access and sidewalks over, across, and through the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public sidewalk and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public sidewalk.

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See legal description on attached Exhibit A and map on attached Exhibit B.

2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
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4. The Grantor does hereby covenant with the City that they are lawfully seized and possessed of the real property above-described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.



IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

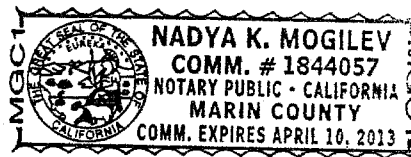
GRANTOR:

Jack O. Padrick

Jack O. Padrick, Managing Member, Jabon Investments, LLC

STATE OF California)
County of Marin) ss.
City of San Rafael)

The foregoing instrument was acknowledged before me this 15th day of November, 2010, by, Nadya K. Mogilev (Title) Notary Public on behalf of Jabon Investments LLC as his/her voluntary act and deed.



Nadya K. Mogilev

Notary Public for State of California
My Commission Expires: April 10, 2013

CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Wes Hare as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 5965, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this _____ day of _____ 2010.

City Manager

ATTEST:

City Clerk

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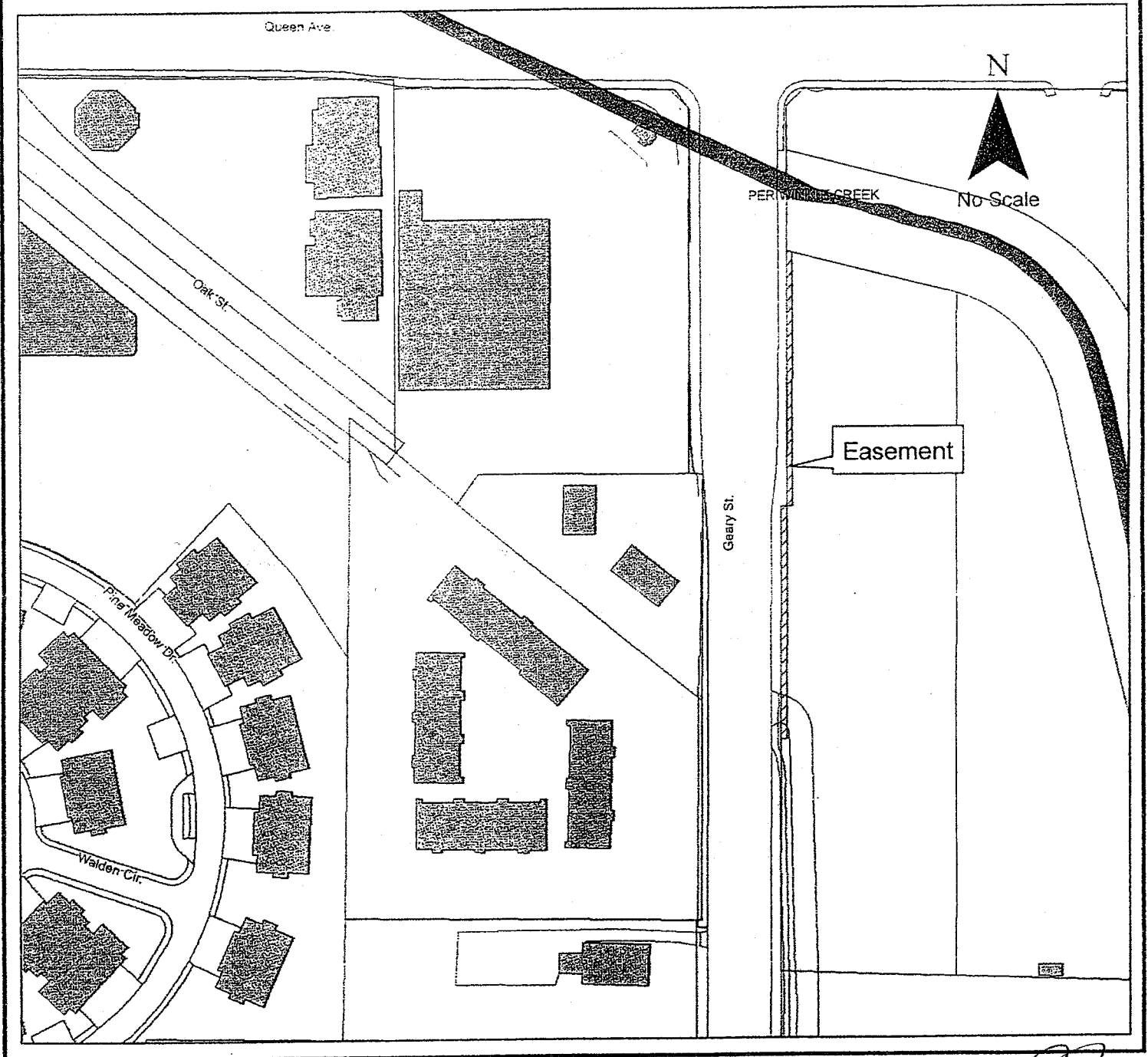
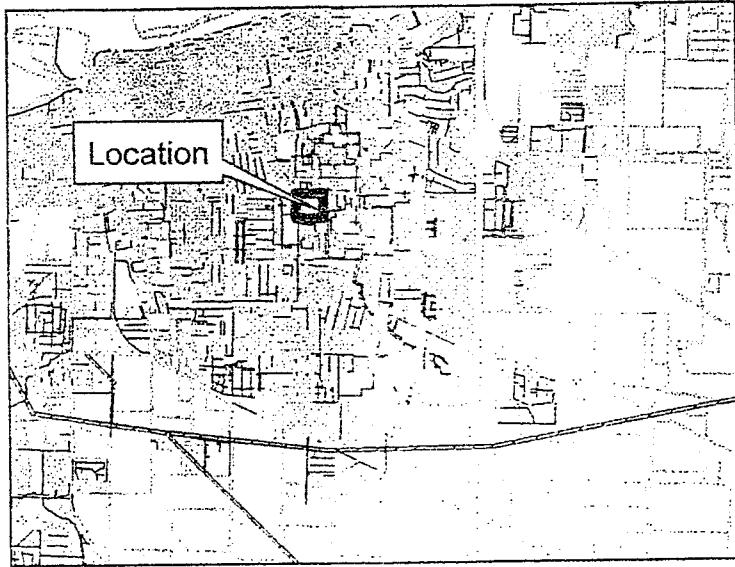
EXHIBIT B

11S03W08CD00400

5' wide sidewalk easement.



Geographic Information Services



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